

Jeremiah W. (Jay) Nixon
Governor



Catherine F. Brown
Director

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.oa.mo.gov/fmdc>
E-MAIL: FMDCMail@oa.mo.gov

(573) 751-3339
FAX (573) 751-7277

September 5, 2014

Randal R. Collett
Embarq Missouri, Inc. dba CenturyLink
3456 North Ten Mile Drive
Jefferson City, MO 65109

RE: Telecom & Data Wiring & Installation
Statewide Contract
Project No. 910PW-SC

Dear Mr. Collett:

In accordance with the provisions of the contract for the referenced project, Facilities Management, Design and Construction hereby exercises its right to extend the contract for an additional year. Please note that this is our last renewal option. The expiration date of this extension shall be September 8, 2015.

Thank you for your continued service and relationship on serving this important contract.

Sincerely,

A handwritten signature in blue ink that reads "Larry Burkhardt".

Larry Burkhardt, AIA, P.E.
Contract Services Manager
Facility Management, Design and Construction

LJB/kc

c: Project File
en: Suzie DeVore, Contract Specialist
Mike Buechler, FMDC Help Desk
Nancy Bochat, ITSD

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FAX (573) 751-7277

August 27, 2013

Randal R. Collett
Embarq Missouri, Inc. dba CenturyLink
3456 North Ten Mile Drive
Jefferson City, MO 65109

RE: Telecom & Data Wiring & Installation
Statewide Contract
Project No. 910PW-SC
SAM II - 2200910PWS

Dear Mr. Collett:

In accordance with the provisions of the contract for the referenced project, Facilities Management, Design and Construction hereby exercises its right to use its 3rd of 4 option renewals to extend for an additional year. The expiration date of this extension shall be September 8, 2014.

Thank you for your continued service and relationship on serving this important contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Burkhardt".

Larry Burkhardt, AIA, P.E.
Contract Services Manager
Facility Management, Design and Construction

cc: Project File
Suzie DeVore
Mike Buechler
Nancy Bochat

Jeremiah W. (Jay) Nixon
Governor



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Acting Commissioner

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(573) 751-3339
FAX (573) 751-7277

September 7, 2012

Randal R. Collett
Embarq Missouri, Inc. dba CenturyLink
3456 North Ten Mile Drive
Jefferson City, MO 65109

RE: Telecom & Data Wiring & Installation
Statewide Contract
Proj. No. 910PW-SC

Dear Mr. Collett:

In accordance with the provisions of the contract for the referenced project, Facilities Management, Design and Construction hereby exercises its right to extend the contract for an additional year. The expiration date of this extension shall be September 7, 2013.

Thank you for your continued service and relationship on serving this important contract.

Sincerely,

A handwritten signature in black ink, reading "Larry Burkhardt".

Larry Burkhardt, AIA, P.E.
Contract Services Manager
Facility Management, Design and Construction

sd

cc: Project File
Larry Burkhardt
Suzie DeVore
Mike Buechler
Nancy Bochat



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE

PROJECT NUMBER 910PWSC	CHANGE NUMBER 3
CHECK CONTRACT TYPE <input type="checkbox"/> CONSULTANT <input checked="" type="checkbox"/> CONSTRUCTION	

1. GENERAL INFORMATION

PROJECT TITLE Telecom & Data Wiring Installation	NAME OF CONTRACTED FIRM Embarq Missouri Inc., dba CenturyLink
LOCATION 3456 North Ten Mile Drive, Jefferson City, MO 65109	

2. DESCRIPTION OF CONTRACT CHANGE (attach and note additional description sheets as necessary)

1. In Section 00230, under "JOB ORDER AUTHORIZATION" Paragraph 7, add the following: "However, the Owner will reimburse the contractor a flat fee of \$100.00 for the proposal."
2. In Section 00230 SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS, Page 3, Item 2. CONTRACTOR STAFFING REQUIREMENTS, paragraph a. of the Project Manual by adding the following to paragraph a, add after last sentence: "Contractor shall recoup travel time expenses by utilizing the Unit Price added to contract by Addendum Number 3, dated July 30, 2010. Unit Price of \$49.00/hr. multiplied (x) by the city index and (x) the contractor's multiplier plus (+) the county of work fringe rates shall be applied to instances of labor only work orders or in instances of travel time exceeding 30 minutes or 30 miles. In instances of Unit Price being utilized for travel time beyond 30 minutes or 30 miles the Contractor shall be allowed to use the Unit Price times (x) the number of people traveling times (x) the number of hours to and from the location of the work being performed. The travel time shall be limited to the areas of the State in which the Contractor does not have a subcontract source with the level of technical expertise needed per job order. The Contractor shall take into consideration and make a determination based upon what would be in the best interest of the Owner with the work outlined in the Owner's RFP and their knowledge of the level of expertise needed and present the Owner with their written Job Order Proposal."

☐ Not-to-Exceed for items: _____

3. IMPACT OF CONTRACT CHANGE ON MBE/WBE SUB'S PARTICIPATION FOR THIS PROJECT ☒ NOT APPLICABLE

a. <input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm	b. <input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm
Name: _____	Name: _____
Original (Sub) Contract Amount: \$ _____	Original (Sub) Contract Amount: \$ _____
Previous change Amounts: \$ _____	Previous change Amounts: \$ _____
Amount This Change (Add/Deduct): \$ _____	Amount This Change (Add/Deduct): \$ _____
Revised (Sub) Contract Amount: \$ _____	Revised (Sub) Contract Amount: \$ _____

4. CONTRACT SUMMARY

	COST	WORK DAYS
Original Contract Amount:	\$ _____	_____
Previous Change Amounts:	\$ _____	_____
Amount This Change (Add/Deduct):	\$ _____	_____
Revised Contract Total:	\$ _____	_____

IF CONSULTANT CONTRACT

IF CONSTRUCTION CONTRACT

PHASE OF CONTRACT	ORIGINAL COMPLETION DATE	REVISED COMPLETION DATE

This document when fully executed by both parties shall constitute a Notice to Proceed with the work described in this change. This contract change shall modify the contract as herein provided and includes all costs and time extensions associated with this change to the contract. No requests for additional compensation or time as a result of this change will be considered.

AUTHORIZING NAME	SIGNATURES	
CONTRACTED FIRM REPRESENTATIVE R.R. Collett, Bus. Sales Mgr	SIGNATURE 	DATE 7-23-12

LARRY BURKHARDT

7.23.12

Jeremiah W. (Jay) Nixon
Governor



Catherine F. Brown
Director

Kelvin L. Simmons
Commissioner

State of Missouri
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FAX (573) 751-7277

August 30, 2011

Randal R. Collett
Embarq Missouri, Inc. dba CenturyLink
3456 North Ten Mile Drive
Jefferson City, MO 65109

RE: Telecom & Data Wiring & Installation
Statewide Contract
Proj. No. 910PW-SC

Dear Mr. Collett:

In accordance with the provisions of the contract for the referenced project, Facilities Management, Design and Construction hereby exercises its right to extend the contract for an additional year. The expiration date of this extension shall be September 7, 2012.

Thank you for your continued service and relationship on serving this important contract.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathy Brown".

Cathy Brown, Director
Facility Management, Design and Construction

sd

cc: Project File
John Murray
Suzie DeVore
Mike Buechler
Nancy Bochat



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE

PROJECT NUMBER 910PW-SC	CHANGE NUMBER 002
CHECK CONTRACT TYPE <input type="checkbox"/> CONSULTANT <input type="checkbox"/> CONSTRUCTION	

1. GENERAL INFORMATION

PROJECT TITLE Telecom and Data Wiring Installation	NAME OF CONTRACTED FIRM Embarq Missouri Inc., dba CenturyLink
LOCATION 3456 North Ten Mile Drive, Jefferson City, MO 65109	

2. DESCRIPTION OF CONTRACT CHANGE (attach and note additional description sheets as necessary)

Contractor shall provide the Owner with a floating Performance/Payment Bond in the amount of \$150,000.00 which shall cover any and all work performed under this contract. If at any point in time the total value of work authorized but uncompleted exceeds \$150,000.00 the Contractor shall supply additional bonding so that all work is bonded not less than 100% of each work order.

☐ Not-to-Exceed for Items:

3. IMPACT OF CONTRACT CHANGE ON MBE/WBE SUB'S PARTICIPATION FOR THIS PROJECT

☐ NOT APPLICABLE

a. ☐ MBE Firm ☐ WBE Firm

Name:

Original (Sub) Contract Amount: \$ _____
Previous change Amounts: \$ _____
Amount This Change (Add/Deduct): \$ _____
Revised (Sub) Contract Amount: \$ _____

b. ☐ MBE Firm ☐ WBE Firm

Name:

Original (Sub) Contract Amount: \$ _____
Previous change Amounts: \$ _____
Amount This Change (Add/Deduct): \$ _____
Revised (Sub) Contract Amount: \$ _____

4. CONTRACT SUMMARY

	COST	WORK DAYS
Original Contract Amount:	\$ _____	_____
Previous Change Amounts:	\$ _____	_____
Amount This Change (Add/Deduct):	\$ _____	_____
Revised Contract Total:	\$ _____	_____

IF CONSULTANT CONTRACT

IF CONSTRUCTION CONTRACT

PHASE OF CONTRACT

ORIGINAL COMPLETION DATE

REVISED COMPLETION DATE

This document when fully executed by both parties shall constitute a Notice to Proceed with the work described in this change. This contract change shall modify the contract as herein provided and includes all costs and time extensions associated with this change to the contract. No requests for additional compensation or time as a result of this change will be considered.

AUTHORIZING NAME

SIGNATURES

CONTRACTED FIRM REPRESENTATIVE

SIGNATURE

DATE

DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION REPRESENTATIVE

DATE

SECTION 00610 - PERFORMANCE AND PAYMENT BOND FORM

Bond No. 022 029 507

KNOW ALL MEN BY THESE PRESENTS, THAT we Embarq Missouri, Inc., dba CenturyLink
as principal, and Liberty Mutual Insurance Company

/ as Surety, are held and firmly bound
unto the

STATE OF MISSOURI in the sum of One Hundred Fifty Thousand & NO/100
Dollars (\$150,000.00)

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors,
jointly

and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the 20th
day of October, 2010, enter into a contract with

the State of Missouri for Telecom and Data Wiring and Installation Statewide for
Contract 910PW-SC.

(Insert Project Title and Number)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the State of Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the State of Missouri, to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this 27th day of October, 20 10.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: Embarq Missouri, Inc. dba CenturyLink

Signature of President: 

SURETY

Surety Name: Liberty Mutual Insurance Company

Attorney-in-Fact: Melissa Haddick

Address of Attorney-in-Fact: 1000 Main Street, Suite 3000
Houston, Texas 77002

Telephone Number of Attorney-in-Fact: 713-276-8537

Signature Attorney-in-Fact: 

NOTE: Surety shall attach Power of Attorney

2687017

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DONALD R. GIBSON, SANDRA PARKER, MELISSA HADDICK, TERRI L. MORRISON, TANNIS MATTSO, GINA A. RODRIGUEZ, JOE MARTINEZ, MARY PENA, AMY FOWLER, ALL OF THE CITY OF HOUSTON, STATE OF TEXAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100** DOLLARS (\$ **25,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of November, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of November, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2015
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of October, 2010.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
CONTRACT CHANGE

PROJECT NUMBER 910PW-SC	CHANGE NUMBER 001
CHECK CONTRACT TYPE <input type="checkbox"/> CONSULTANT <input type="checkbox"/> CONSTRUCTION	

1. GENERAL INFORMATION

PROJECT TITLE Telecom and Data Wiring Installation	NAME OF CONTRACTED FIRM Embarq Missouri Inc., dba CenturyLink
LOCATION 3456 North Ten Mile Drive, Jefferson City, MO 65109	

2. DESCRIPTION OF CONTRACT CHANGE (attach and note additional description sheets as necessary)

Modify the City Index shown on the attached marked 10/14/10.

☐ Not-to-Exceed for items:

3. IMPACT OF CONTRACT CHANGE ON MBE/WBE SUB'S PARTICIPATION FOR THIS PROJECT ☐ NOT APPLICABLE

a. <input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm Name: _____ Original (Sub) Contract Amount: \$ _____ Previous change Amounts: \$ _____ Amount This Change (Add/Deduct): \$ _____ Revised (Sub) Contract Amount: \$ _____	b. <input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm Name: _____ Original (Sub) Contract Amount: \$ _____ Previous change Amounts: \$ _____ Amount This Change (Add/Deduct): \$ _____ Revised (Sub) Contract Amount: \$ _____
--	--

4. CONTRACT SUMMARY

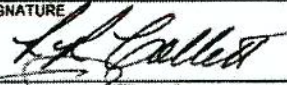
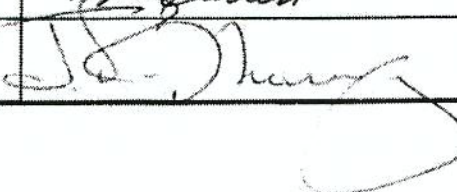
	COST	WORK DAYS
Original Contract Amount:	\$ _____	_____
Previous Change Amounts:	\$ _____	_____
Amount This Change (Add/Deduct):	\$ _____	_____
Revised Contract Total:	\$ _____	_____

IF CONSULTANT CONTRACT

IF CONSTRUCTION CONTRACT

PHASE OF CONTRACT	ORIGINAL COMPLETION DATE	REVISED COMPLETION DATE

This document when fully executed by both parties shall constitute a Notice to Proceed with the work described in this change. This contract change shall modify the contract as herein provided and includes all costs and time extensions associated with this change to the contract. No requests for additional compensation or time as a result of this change will be considered.

AUTHORIZING NAME	SIGNATURES	
CONTRACTED FIRM REPRESENTATIVE	SIGNATURE 	DATE 10/13/10
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION REPRESENTATIVE		DATE 10/14/10

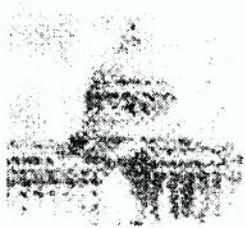
SECTION 00220.A

CITY INDEX

PROJECT NO. 910PWSC

First Increase

City	INDEX
	Total
BOWLING GREEN	97.30%
CAPE GIRARDEAU	97.50%
CHILLICOTHE	86.00%
COLUMBIA	97.50%
FLAT RIVER	99.00%
HANNIBAL	95.00%
HARRISONVILLE	101.20%
JEFFERSON CITY	96.00%
JOPLIN	87.20%
KANSAS CITY	104.60%
KIRKSVILLE	95.30%
POPLAR BLUFF	94.70%
ROLLA	94.30%
SEDALIA	97.50%
SIKESTON	94.40%
SPRINGFIELD	92.20%
ST. JOSEPH	97.80%
ST. LOUIS	104.60%



State of Missouri

Construction Contract – Section 00430

THIS AGREEMENT, made September 8, 2010 by and between:

Embarq Missouri, Inc. dba CenturyLink
3546 North Ten Mile Drive
Jefferson City, MO 65109

hereinafter called the "Contractor,"

and the State of Missouri, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the bid documents for the proper execution of the work for:

Project Name: Telecom & Data Wiring & Installation
Statewide Contract

Project Number: Project No.: 910PW-SG

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The contractor's mobilization shall be complete and the contractor shall be fully capable of performing job orders within 15 working days of the date of notice to proceed. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner has received and approved the Contractor's Quality Control Plan; and issued a written Notice to Proceed. The performance time and completion date will be specified in each Job Order issued under the Contract.

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for liquidated damages, the sum as agreed upon in each Job Order per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished after the agreed upon completion date for said Job Order. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds an amount to the value of each Job Order.

MAXIMUM CONTRACT AMOUNT: *The maximum contract amount is up to \$5,000,000 per year.*

UNIT PRICES: Unit Prices will be in accordance with Section 00220.A Unit Price Sheets, the basis of which are the current edition of RS MEANS JOC Works Pro, using the column for "Total, including OH and Profit, and applying the applicable City Cost Index and the Contractor's bid coefficients.

PAYMENTS: Payments shall be made monthly in an amount equal to the value of the work performed less retention in accordance with RSMo 8.260

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

The Contractor agrees to the following overall MBE WBE participation goals:

- a. 15% MBE; 10% WBE
 - 1. of the total amount of all job orders released for facilities located in St. Louis City, St. Louis county, and St. Charles county;
 - 2. of the total amount of all job orders released for facilities located in Kansas City, Jackson county and Clay county;
- b. 10% MBE; 5% WBE
 - 1. of the total amount of all job orders released for facilities located in Cole county, Callaway county and Greene county
- c. 7% MBE; 4% WBE
 - 1. of the total amount of all job orders released for facilities located in any Missouri county not listed in 2.a or 2.b above.

The Director or his Designee of the Division of Facilities Management, Design and Construction shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE firms listed above when such disputes impact the subcontract amounts shown above.

ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Executed Construction Contract Form
2. The Owner's IFB
3. Any Addenda
4. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

APPROVED:



Cathy F. Brown, Acting Director
Division of Facilities Management,
Design and Construction



Name, Chad Winkler Title Area VP - sales
Embarq Missouri, Inc. dba CenturyLink